

CITY OF HUNTINGTON BEACH

MEETING DATE: September 6, 2005

DEPARTMENT ID NUMBER: PD-05-011

Council/Agency Meeting Held: _____	_____ City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: September 6, 2005	Department ID Number: PD-05-011

CITY OF HUNTINGTON BEACH REQUEST FOR ACTION

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: *Penelope Culbreth Graft*
PENELOPE CULBRETH-GRAFT, City Administrator

PREPARED BY: KENNETH W. SMALL, Chief of Police *KWS*

SUBJECT: Review and approve MOU with the Orange County Auto Theft Task Force (O.C.A.T.T.)

2005 AUG 25 10:41 AM
HUNTINGTON BEACH, CA
CITY CLERK
RECEIVED

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue:

The Orange County Auto Theft Task Force (OCATT) has submitted a new Memorandum of Understanding to the Chief of Police for his signature. This MOU, if approved, will be in effect from January 1, 2005 until January 1, 2010.

Funding Source:

Not applicable.

Recommended Action:

Approve the 'Memorandum of Understanding' and authorize the Chief of Police to sign the new agreement.

Alternative Action(s):

Do not approve the Memorandum of Understanding. This will result in the police department withdrawing from OCATT.

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REQUEST FOR ACTION

MEETING DATE: September 6, 2005

DEPARTMENT ID NUMBER: PD-05-011

Analysis:

The Orange County Auto Theft Task Force (OCATT) is a multi-jurisdictional law enforcement program. OCATT investigates, arrests and prosecutes professional and career criminals responsible for Orange County vehicle thefts. The Huntington Beach Police Department currently has one police officer assigned to the Orange County Auto Theft Task Force. At this time, fourteen law enforcement agencies contribute personnel and resources to the task force.

The proposed MOU (attached) addresses administrative procedures, operating procedures, payroll and liability issues that are pertinent to the participating employees and their respective law enforcement agencies. The Huntington Beach Police department has been a participant in the Orange County Auto Theft Task Force for almost 12 years.

By approving the Memorandum of Understanding and authorizing Chief Small to sign it on the city's behalf, the police department would continue its participation in this important regional program. Approval will benefit both the City of Huntington Beach and potentially all Orange County law enforcement agencies.

Environmental Status:

Attachment(s):

City Clerk's Page Number	No.	Description
3	1	Memorandum of Understanding Orange County Auto Theft Task Force

RCA Author: Sgt. C. Filicicchia/Mindy James Ext. 5425

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ATTACHMENT # 1



CITY OF HUNTINGTON BEACH
Inter-Department Communication

HBPDCHIEF'05AUG 210-16

mel
CAPT JOHNSON


TO: POLICE CHIEF KEN SMALL
FROM: JENNIFER MCGRATH, City Attorney
DATE: July 26, 2005
SUBJECT: Orange County Auto Theft Task Force MOU (RLS 2005-207)

As requested, we have reviewed the above referenced MOU. We note that absent specific authorization given to the Police Chief to execute the MOU on behalf of the City, the MOU must be presented to the City Council for review and approval.

RECOMMENDATION

The MOU should be presented to the City Council for review and approval.

Please contact me if you have any further questions.


JENNIFER MCGRATH,
City Attorney

/k

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MEMORANDUM OF UNDERSTANDING

ORANGE COUNTY AUTO THEFT TASK FORCE

Updated January 1, 2005

I. OVERVIEW

In 2004, a total of 10,749 vehicles were stolen in Orange County at a cost to the motoring public of over \$150 million. After steadily declining for the past six years, the auto theft rate in Orange County rose 6% in Fiscal Year 2003-04.

In an effort to suppress vehicle theft crimes and address mounting public concern, the California Legislature passed into law Senate Bill 2139 (Vehicle Code Section 9250.14). This bill authorizes the Board of Supervisors to impose a one-dollar fee on all vehicles registered in the County at the time of registration renewal to enhance the capacity of local law enforcement and prosecutors to deter, investigate, and prosecute vehicle theft crimes.

On January 6, 1993, The Orange County District Attorney, in conjunction with the Orange County Chiefs' and Sheriff's Association, requested the Board of Supervisors adopt a resolution pursuant to Vehicle Code Section 9250.14 specifically to fund a multi-jurisdictional vehicle theft task force. The resolution was adopted unanimously which results in an additional \$1.00 fee to be charged on each Orange County new and renewal vehicle registration.

II. MISSION

To reduce the incidence of vehicle theft and increase the apprehension of the professional vehicle thief.

A. Objectives

1. Interface - with the Regional Narcotics Suppression Program (RNSP), Orange County Gang Task Force, Orange Cost Regional Career Criminal Apprehension Program (CCAP), California Highway Patrol (CHP) Investigative Services, Department of Motor Vehicles (DMV), Department of Justice (DOJ), and all agencies within Orange County for the sharing of intelligence related to vehicle theft.
2. Increase the arrests of vehicle theft suspects, particularly the professional thieves participating in stripping, renumbering for resale, exportation, and car-jackings.
3. Identify locations supporting vehicle theft offenses and take the appropriate enforcement action. These locations may include legitimate businesses (repair/body shops and dismantlers) used for illegal activities and sites of "chop shop" operations.

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4. Identify local trends and/or patterns of vehicle theft activities targeted by task force investigators.
5. Increase the recovery rate of stolen vehicles in Orange County.
6. Provide a fundamental, vehicle theft investigation repository of vehicle theft expertise, support, coordination and functional database.
7. Provide a forum for public awareness of vehicle theft prevention. This will be accomplished through coordination with local media to expose the vehicle theft program and encourage public participation, while discouraging potential vehicle thieves.

III. TASK FORCE ORGANIZATION

A. Executive Committee

The Executive Committee shall act as the Board of Directors of the Orange County Auto Theft Task Force and direct the affairs of such. The Executive Committee shall be comprised of nine members of the following agencies: and encompass the District Attorney's Office, the County Sheriff, the Police Chiefs of Santa Ana, Buena Park, Newport Beach, Fullerton, Huntington Beach, Westminster and the Border Division Chief of the California Highway Patrol.

Members of the Executive Committee should meet as needed, to review task force operations and provide guidance and input. The Chief of the District Attorney's Bureau of Investigation Unit shall serve as Director and Chairperson of the Executive Committee. Quorum voting of the Executive Committee shall be by majority vote and by committee members only. Board vacancies shall be filled by majority vote of the Executive Committee.

B. Task Force Coordinator

A Lieutenant of the California Highway Patrol will staff the Coordinator's position. The coordinator will be responsible for management of the task force and will be accountable to the Executive Committee. The lieutenant will dedicate that amount of time necessary to efficiently manage the Task Force. The coordinator's salaries and benefits will not be reimbursed by the task force fund.

C. Supervision

The task force will be comprised of two investigative teams assigned by the task force coordinator, dictated by vehicle theft trends and demographics. Supervision of the investigative teams will be the responsibility of the sergeant, a working member of the team. Selection of task force supervisors will be based upon level of expertise, previous performance and availability. Selection of the supervisors will be from a qualified pool

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MOU. January 2005

of candidates provided by participating agencies. The selection shall be the responsibility of the task force coordinator with concurrence of the Executive Committee. Salaries and benefits associated with supervisory positions will be reimbursed by the task force fund.

D. Prosecution Staff

The District Attorney's Office will assign up to two prosecutors, and one investigator to work alongside task force members. The prosecutors will provide legal review and file task force cases warranting criminal complaints. All task force cases will be vertically prosecuted.

The District Attorney's investigator will act as liaison between task force members and prosecutors and participate in investigations, and the filing of criminal cases. Salaries and benefits for these three positions will be reimbursed by the task force fund.

E. Investigators

The task force shall be staffed by qualified detectives/investigators. Assignment to the task force shall be for a minimum of two years. Due to the sensitive nature of the position, personnel recommended for assignment will be subject to selection interviews by the coordinator and supervisors. Consideration for assignment is based on previous performance, investigative experience and ability to work well with others in a covert and close environment.

Personnel not meeting acceptable standards of performance or refusing to comply with task force policies and procedures may be removed from the task force and transferred back to his/her agency. Should the coordinator have cause to replace a member, he shall discuss the issue with the participating agency. If the participating agency does not concur with the coordinator's decision to remove/replace the member, the issue shall be forwarded to the Executive Committee for resolution. It is agreed, however, the resolving of operational issues at the lowest level serves the best interest of the task force. Salaries and benefits associated with these detectives/investigators will be reimbursed from the task force fund.

F. Administrative Support Staff

The Office of the District Attorney will provide up to two Attorney's Clerk to the task force.

These positions will support office/administrative operations and task force personnel and provide clerical liaison between participating agencies.

An Accountant Auditor position will be provided by the Office of the District Attorney to coordinate general accounting; budget; purchasing; receipt, disbursement and reconciliation of task force fund. This position will be responsible for providing a

quarterly and/or annual accounting of the fund. The salaries and benefits for these three positions will be reimbursed by the task force fund.

G. California Department of Insurance (DOI)

The Department of Insurance will assign one full-time investigator to the task force. All salary and benefit expenses for this member will be paid by DOI and will not be reimbursed by the task force fund. Overtime expenses for this member will be reimbursed to DOI by the task force fund. Refer to Section IV.D, Overtime, for further requirements. DOI will provide this investigator's vehicle.

H. Department of Motor Vehicles (DMV) Special Investigator

The Department of Motor Vehicles - Special Investigations Unit, will assign an investigator to the task force on an associate basis to assist with records information including vehicle backgrounds, fraudulent identification (vehicles/persons), identification of suspects, document analysis, etc. Expenses for the associate investigator position will not be reimbursed by the task force fund.

Should the need for a full-time investigator develop, the Department of Motor Vehicles has offered to provide one full-time investigator. The investigator's salaries, benefits, and overtime would not be reimbursed by the task force fund. The investigator will provide his/her vehicle, safety equipment and radio, etc. when reporting to the task force.

IV. FISCAL PROCEDURES

A. Salaries and Benefits

The task force coordinator, participating representatives from the Department of Insurance, the Department of Motor Vehicles, Orange County Probation, California State Parole and investigators from the California Highway Patrol, will not be reimbursed for salaries and benefits.

The salaries, benefits and overtime of all remaining task force participants will be reimbursed to the participating agencies by the task force fund. The personnel assigned to the task force will be paid by their respective agencies.

It shall be the responsibility of the coordinator to institute a system of checks and balances, whereby, the hours of each participant will be authorized and audited for accuracy. This information will be reported to the participating agencies' time analyst, with a copy to the task force accountant. The task force coordinator will retain a copy of this record.

Members assigned to the task force whose salaries and benefits are reimbursed by the task

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force fund shall be assigned as a full time position. The administrative processing to determine payroll by the participating agencies will not be reimbursed.

B. Participant Claims for Reimbursement

Participating agencies may request reimbursement for task force members' regular salaries, benefits and overtime. Reimbursement will be based on actual hours of program participation. Overtime expense will be reimbursed using task force member's overtime pay rate at the time the overtime hours worked regardless of these hours being paid in cash or converted to compensation time off by participating agencies. Hence, to avoid duplicate billing, the compensation time off taken by task force members will not be reimbursed from the task force fund. When OCATT investigators attend training not related to OCATT duties, i.e. *riot training, bomb squad, scuba diving*, those hours will not be paid by OCATT. All claims are subject to approval by the Task Force coordinator.

It is the responsibility of the task force accountant to develop a format for claiming expenses, with appropriate substantiating data, and to provide a sample of the document to the participating agencies for claim purposes. Payment of submitted claims will be processed within 90 days of receipt of invoice in a format acceptable to the task force.

In the unlikely event that revenues fall short of what is required for full recompense; reimbursement shall be made on a pro rata share basis. In no event will general revenues of the County be used to offset any shortage.

Claims for reimbursement of travel, per diem, lodging, materials, or services necessary to perform task force activities shall be submitted on an approved claim form specific to task force operations. All claims are subject to approval by the Task Force coordinator. Upon approval, the coordinator shall forward the reimbursement claims to the task force accountant for payment processing within 90 days of receipt of claims.

C. Right to Audit

Each party to this agreement shall make available to the county, at all reasonable times, their financial records relating to this agreement. The County or independent auditor may audit such records and, should the County determine ineligible costs have been reimbursed, the agency shall immediately repay that amount deemed ineligible. If not repaid within 30 days, the County may withhold the amount deemed ineligible from future reimbursements. The parties shall maintain the original copies of the required records for a period of three years after the date the expense is reimbursed.

D. Overtime

The Executive Committee may approve a "not to exceed" monthly allocation of overtime to be utilized by the task force.

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Monthly amounts exceeding this allocation will require written justification by the task force coordinator for approval of the Executive Committee.

E. Indirect Costs

The County of Orange, through the Office of the District Attorney, receives and is the financial administrator for all source funds for the Orange County Auto Theft Task Force. As such, a significant amount of management time will be consumed for the administration of funds and expenditures associated with these funds, to be reimbursed to the Office of the District Attorney.

F. Special Fund

The Office of the District Attorney, in order to facilitate task force operations, shall establish a special appropriation fund. These funds shall be used only as necessary, in the performance of duties relating to task force activities. Use of special fund will be limited to special and extraordinary expenses incurred during the investigation of vehicle thefts in accordance with Government Code Sections 29400 through 29407. Authorization to use these funds will be determined by the Executive Board through its Chairman.

V. LIABILITY

Each participating agency involved in the task force shall have full financial responsibility for their respective investigators assigned to the task force, including vehicle accidents and industrial injury claims. Additionally, the agency shall be responsible for any and all workers' compensation claims of their respective detective/investigator, in the event of injury during the course and scope of duties while assigned to the task force.

The County, its officers, agents and employees shall not be deemed to have assumed any liability for the negligence of participating agencies, officers or employees, and participating agencies shall hold the County, its officers and employees harmless from claims and damages resulting therefrom. Participating agencies and the County shall hold each other harmless from the liability for acts or omissions of the other.

Each party to this agreement agrees to defend, indemnify, and hold harmless the other parties to this agreement, in regard to liability imposed on the agreeing parties, due to acts or omissions of another party's assigned employees.

VI. OPERATIONAL LOCATION

Appropriate space will be leased to house task force participants and equipment. The lease will be paid from the task force fund. The task force office will be centrally located

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within Orange County. Location will be selected by the task force coordinator in conjunction with County of Orange County Executive Office, and approved by the Executive Committee.

VII. EQUIPMENT

The task force coordinator will be accountable for equipment assigned to the task force and will utilize approved county procedures for the accounting of, and safeguarding fixed assets.

A. Vehicles

If the task force is unable to provide a vehicle to the member through task force resources, participating agencies agree to provide this equipment.

In the event the task force purchases or leases vehicles for use by task force members; those vehicles will be placed under the County of Orange's self-insured liability policy. However, any losses, including traffic collisions, thefts, etc., that occur while the vehicle is under the control of a task force member, shall fall under the liability of the member's home agency, and that home agency shall defend, indemnify and hold harmless the other members, including the County, as detailed in section V of this Memorandum of Understanding.

Maintenance of vehicles provided by the task force will be paid for by the task force fund. Each member of the task force will be issued a gasoline card, which shall be used to purchase gasoline and two car washes per month for their assigned OCATT vehicle. Members shall submit the receipts monthly to the coordinator who will review, approve and forward them to the District Attorney Administration for payment.

B. Communications Equipment

Hand held mini-radios and cellular telephones will be acquired in cooperation with the County of Orange County Executive Office and paid for by the task force fund. The coordinator, each supervisor, and each detective/investigator will be provided this equipment. Procedures will be developed to ensure proper use and accountability of this equipment.

C. Additional Equipment

Additional equipment including surveillance equipment, office equipment, computers, hand tools, binoculars, video cameras, etc. will be purchased by the task force fund and provided to members from task force inventory. Situations requiring air support, unique vehicles, or covert assets, will require cooperative scheduling and assistance from participating agencies.

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VII. UNDERCOVER DOCUMENTS

The use of covert identities to support or enhance undercover operations is essential. This may require detectives/investigators to possess undercover driver's licenses, and/or other sources of identification.

The procurement, utilization, and control of these documents will rest with the participating agencies. Detectives/investigators will be expected to bring covert documents with them at the time of assignment.

IX. ASSET SHARING

Task force operations, which result in the potential for either State or Federal asset seizures, shall be brought to the attention of the Executive Committee. The Committee will assess whether or not an application for asset forfeiture sharing will be made pursuant to appropriate State or Federal law. Any forfeited funds paid to the task force shall be retained by the task force to pay for operational expenses.

X. STANDARD OPERATING PROCEDURES

All task force members shall abide by the Standard Operating Procedures Manual (SOP), which shall be prepared by the task force coordinator with assistance from task force supervisors. The completed SOP will be subject to the review and approval of the Executive Committee.

The SOP shall specify policies and procedures for task force operations and shall include the following specific items:

- A. In the event task force policies or procedures conflict with a participating agency, the member shall abide by the policies of his/her agency. Conflicts not resolved by team supervisors will be referred to the task force coordinator for resolution.
- B. The investigation of officer-involved shootings shall be conducted according to the Orange County Chiefs of Police and Sheriff's Association's officer-involved shooting protocol. Vehicle accidents will be handled by the agency having jurisdiction at the location the incident occurs. Nothing precludes further investigation or concurrent investigation by the detective's/investigator's parent agency. Injured personnel will be taken to the most immediate and competent medical facility available. The participating agency of the involved member will be notified of the incident immediately.
- C. Task force personnel evaluations and investigations of citizens' complaints or internal investigations shall be handled jointly between the task force supervisor and host agency, when task force assignment is an issue. Disciplinary actions will be approved solely by the participating agency. Participating agencies will

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provide the name and telephone number of a "liaison supervisor" that will assist task force supervisors with inquiries of mutual concern. Internal disciplinary problems will be the responsibility of the task force supervisors. Failure to abide by task force policies and procedures may result in removal from the task force, upon recommendation of the coordinator, with concurrence of the Executive Committee.

- D. The release of media information regarding task force operations will be coordinated through the task force supervisor upon concurrence of the coordinator. Media releases involving joint investigations with one or more Orange County agencies will be coordinated with the Executive Committee and those agencies prior to the release of information if time permits. The coordinator will apprise the Chairman of the Executive Committee of incidents with significant media interest. The Executive Committee will determine the course of action when releasing significant information.

XI. REPORTING

- A. The task force coordinator will be responsible for implementing a reporting system which tracks team activities, statistics, and accomplishments of task force operations. This reporting system will serve as the basis for quarterly reports to the Executive Committee and ensure accountability of resources, personnel and equipment.
- B. The coordinator will submit an operational report to the Executive Committee on a semi-annual or annual basis.
- C. The annual report will be provided to the County Board of Supervisors, with copies to each participating City Council.

XII. AMENDMENTS TO THE M.O.U.

By a majority vote of the quorum, the Executive Committee may amend any portion of this M.O.U., as long as such amendments do not extend the term of, or otherwise materially alter the obligations of the parties hereunder.

XIII. TERM OF AGREEMENT

This agreement shall commence on January 1, 2005, and remain in effect until the termination of task force funding on the close of business, January 1, 2010, as set forth in Vehicle Code Section 9250.14 (AB 183). Participating agencies may elect to terminate the agreement prior to its designated termination date. Any agency desiring to terminate its participation in this agreement shall indicate such intent in writing to the Executive Committee. The termination shall be deemed to take effect not less than 30 days after receipt of the written communication or upon a date established by mutual agreement.

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XIV. SIGNATURES

The undersigned state they represent and have the authority to execute this agreement on behalf of their respective agencies and, in signing this agreement, concur with and support the **Orange County Auto Theft Task Force**, as set forth in this agreement and for the period and purposes as stated herein.

Donald Blankenship, Chief
Bureau of Investigations, Orange County District Attorney

Date

Mike Messina, Chief
Brea Police Department

Date

Tom Monson, Chief
Buena Park Police Department

Date

Robert "Skip" Carter, Chief
California Highway Patrol

Date

Dale Banda, Deputy Commissioner
California Department of Insurance

Date

Patrick McKinley, Chief
Fullerton Police Department

Date

Kenneth Small, Chief
Huntington Beach Police Department

Date

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Dennis Kies, Chief
La Habra Police Department

Date

Robert McDonell, Chief
Newport Beach Police Department

Date

Tony Rackauckas, District Attorney
Orange County District Attorney's Office

Date

Michael Carona, Sheriff
Orange County Sheriff Department

Date

John Schaefer, Chief
Placentia Police Department

Date

Paul Walters, Chief
Santa Ana Police Department

Date

Andrew Hall, Chief
Westminster Police Department

Date

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